

**AMENDMENT TO
INTERCONNECTION AGREEMENT
by and between
WISCONSIN BELL, INC. D/B/A AMERITECH WISCONSIN
AND
TIME WARNER TELECOM OF WISCONSIN, L.P.**

The Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 ("Agreement") approved June 19, 2002 by and between Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin ("TELCO") and Time Warner Telecom of Wisconsin, L.P. ("TWTC") is hereby amended.

Whereas, TWTC's directory assistance listings for its end users are included in TELCO's Directory Assistance Database; and

Whereas, occasionally TWTC's directory assistance listings will contain obvious grammatical and spelling errors; and,

Whereas, the TWTC desires that TELCO advise it of such grammatical and spelling errors and temporarily fix such errors; and

Whereas, TELCO is willing to do so pursuant to the terms and conditions set forth below.

It is therefore agreed in consideration of the mutual promises contained herein that the Directory Assistance Appendix – Section 6 of the Interconnection Agreement is amended in the following respects:

1.0 AMENDMENTS TO THE AGREEMENT

- 1.1 On and after the Amendment Effective Date, which shall mean the date on which this Amendment is approved by the Commission under Section 252(e) of the Act, the Agreement is hereby amended to add the Appendix DA (Directory Assistance) and the following new provisions to the Directory Assistance Appendix – Section 6 of the Agreement:

"TELCO may from time to time contact TWTC's Directory Group regarding what appears to be an obvious or potential grammatical or spelling error with an individual TWTC end user listing in the TELCO Directory Assistance (DA) database. Such errors could include for example an extra letter in a person's name such as Williams, or the substitution of a suffix for a person's last name, such as Alvin Senior, instead of Alvin Williams, Sr., among other obvious errors. TWTC agrees that TELCO may temporarily change the end user listing in the DA database, until the TWTC submits a service order to correct the listing.

After such notification from TELCO, TWTC agrees to submit a service order to correct the directory listing, which will result in ultimately correcting the end user listing in the DA database or advise TELCO that the listing is correct. If the TWTC fails to submit a change within 30 days of notification, TELCO will remove the temporary listing from the DA database and the listing will remain as is. TELCO will follow up with TWTC once within the thirty-day period, if no service order has been issued prior to removing the temporary change.

TWTC agrees TELCO has no obligation to verify a DA listing and assumes no responsibility to identify errors. TELCO will not search for DA listing errors, nor provide for verification of DA listings. TWTC further agrees TELCO has no liability to TWTC in identifying errors in the DA database or notifying TWTC of errors. TWTC further agrees that TELCO shall have no liability for temporarily correcting what appears to be an obvious or potential grammatical or spelling error. TWTC further agrees to indemnify, defend, and hold TELCO harmless from any and all third party claims arising from TELCO temporarily correcting an obvious or potential error, and/or TWTC's failure to timely submit a correcting service order, except where TELCO acted with gross negligence or willful misconduct."

- 1.2 Add Appendix Pricing Table regarding Appendix DA.

2.0 MISCELLANEOUS

- 2.1 The Agreement, as amended hereby, shall remain in full force and effect. On and from the Amendment Effective Date, reference to the Agreement in any notices, requests, orders, certificates and other documents shall be deemed to include this Amendment, whether or not reference is made to this Amendment, unless the context shall otherwise specifically note.
- 2.2 This Amendment shall be deemed to be a contract made under and governed by the Act and the domestic laws of the State of Wisconsin, without reference to conflict of law provisions.
- 2.3 This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- 2.4 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OR THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 2.5 This Amendment shall be filed with and subject to approval by the State Commission.
- 2.6 This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute a single agreement.
- 2.7 This Amendment constitutes the entire Amendment between the Parties and supersedes all previous proposals, both verbal and written.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this _____ day of _____, 2003, by Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin, signing by and through its duly authorized representative, and Time Warner of Wisconsin, L.P., signing by and through its duly authorized representative.

Time Warner Telecom of Wisconsin, L.P.

**Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin
By SBC Telecommunications, Inc.,**

**By: Time Warner Telecom General Partnership, its
general partner**

Its authorized agent

**By: Time Warner Telecom Holdings, Inc., its
managing general partner**

By: _____

By: _____

Name: _____
(Print or Type)

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Title: *For/* President – Industry Markets

Date: _____

Date: _____

AECN/OCN # _____

APPENDIX DA

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APPENDIX DA (DIRECTORY ASSISTANCE SERVICE)

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Directory Assistance (DA) Services for switched-based TWTC's or TWTC's leasing unbundled switched-ports as provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and TWTC.
- 1.2 SBC Communications, Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company d/b/a Ameritech Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company d/b/a SBC Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, **SBC-13STATE** means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 As used herein, **SBC-12STATE** means an ILEC doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 As used herein, **SBC-10STATE** means the applicable above listed ILECs doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.6 As used herein, **SBC-8STATE** means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.7 As used herein, **SBC-7STATE** means an ILEC doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.8 As used herein, **SBC-SWBT** means an ILEC doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.9 As used herein, **SBC-AMERITECH** means an ILEC doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.10 As used herein, **SBC-2STATE** means the applicable above listed ILECs doing business in California and Nevada.
- 1.11 As used herein, **PACIFIC** means an ILEC doing business in California.
- 1.12 As used herein, **NEVADA** means an ILEC doing business in Nevada.
- 1.13 As used herein, **SNET** means an ILEC doing business in Connecticut.

2. SERVICES

- 2.1 Where technically feasible and/or available, **SBC-13STATE** will provide the following DA Services:

2.1.1 DIRECTORY ASSISTANCE (DA)

- 2.1.1.1 Consists of providing subscriber listing information (address, and published telephone number or an indication of "non-published status") for the local/intraLATA serving area where available to TWTC's End Users who dial 411, 1/0+411, 555-1212, 1/0+555-1212, or 1/0+NPA-555-1212 or other dialing arrangement.

2.1.2 DIRECTORY ASSISTANCE CALL COMPLETION (DACC) or Express Call Completion (ECC)

2.1.2.1 A service in which a local or an intraLATA call to the requested number is completed on behalf of TWTC's End User, utilizing an automated voice system or with operator assistance.

2.1.3 NATIONAL DIRECTORY ASSISTANCE (NDA)

2.1.3.1 **SBC-10STATE/PACIFIC** - A service whereby end users may request directory assistance information outside their LATA or Home NPA for a listed telephone number for residential, business and government accounts throughout the 50 states.

2.1.3.2 **NEVADA/SNET** – NDA is not technically feasible and/or available.

2.1.4 BUSINESS CATEGORY SEARCH (BCS)

2.1.4.1 **SBC-SWBT**– A service which will provide TWTC End Users the ability to request business telephone number listings for a specified category of business, when the name of the business is not known. Telephone numbers may be requested for local and national businesses.

2.1.4.2 **SBC-2STATE/SNET** – BCS is not available.

2.1.5 REVERSE DIRECTORY ASSISTANCE (RDA)

2.1.5.1 **SBC-10 STATE/PACIFIC** – An informational service. Consists of providing listed local and national name and address information associated with a telephone number that a TWTC End Users provides.

2.1.5.2 **NEVADA/SNET** - RDA is not technically feasible and/or available.

3. DEFINITIONS

3.1 The following terms are defined as set forth below:

3.1.1 **“Non-List Telephone Number or DA only Telephone Number”** - A telephone number that, at the request of the telephone subscriber, is not published in a telephone directory, but is available from a DA operator.

3.1.2 **“Non-Published Number”** - A telephone number that, at the request of the telephone subscriber, is neither published in a telephone directory nor available from a DA operator.

3.1.3 **“Published Number”** - A telephone number that is published in a telephone directory and is available upon request by calling a DA operator.

4. CALL BRANDING

4.1 Call Branding is the procedure of identifying a provider's name audibly and distinctly to the End User at the beginning of each DA Services call.

4.1.1 Where technically feasible and/or available, **SBC-13STATE** will brand DA in TWTC's name based upon the criteria outlined below:

4.1.1.1 Where **SBC-12STATE** provides TWTC Operator Services (OS) and DA services via the same trunk, both the OS and DA calls will be branded with the same brand. Where **SBC-12STATE** is only providing DA service on behalf of the TWTC, the calls will be branded.

4.1.1.1.1 **SNET** – Where **SNET** provides Operator Services (OS) and DA services on behalf of TWTC, the TWTC must provide separate trunk groups for OS and DA. Each trunk group will require separate branding announcements. Where **SNET** is

only providing DA service on behalf of the TWTC, the TWTC's calls will be branded.

4.1.1.2 TWTC name used in branding calls may be subject to Commission regulations and should match the name in which TWTC is doing business.

4.1.1.3 **SBC-13STATE** - TWTC will provide written specifications of its company name to be used by **SBC-13STATE** to create the TWTC's specific branding announcement for its DA calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ).

4.1.1.4 A TWTC purchasing **SBC-13STATE** unbundled local switching is responsible for maintaining TWTC's End User customer records in **SBC-13STATE** Line Information Database (LIDB) as described in Appendix LIDB. TWTC's failure to properly administer customer records in LIDB may result in branding errors.

4.1.1.5 Branding Load Charges:

4.1.1.5.1 **SBC-SWBT** - An initial non-recurring charge applies per state, per brand, per Operator assistance switch, for the establishment of TWTC specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement. In addition, a per call charge applies for every DA call handled by **SBC-SWBT** on behalf of TWTC when such services are provided in conjunction with the purchase of **SBC-SWBT** unbundled local switching.

4.1.1.5.2 **PACIFIC/NEVADA** – An initial non-recurring charge applies per state, per brand, per Operator assistance switch, for the establishment of TWTC specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement.

4.1.1.5.3 **SNET** – An initial non-recurring charge applies per brand, per load, per Operator assistance switch for the establishment of TWTC specific branding. An additional non-recurring charge applies per brand, per load, per Operator assistance switch for each subsequent change to the branding announcement.

4.1.1.5.4 **SBC-AMERITECH** – An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for the establishment of TWTC specific branding. In addition, a per call charge applies for every DA call handled by **SBC-AMERITECH** on behalf of TWTC when such services are provided in conjunction with the purchase of **SBC-AMERITECH** unbundled local switching. An additional non-recurring charge applies per brand, per Operator assistance switch, per trunk group for each subsequent change to the branding announcement.

4.1.1.5.5 Silent branding has the same requirements and rates as the audible brand as addressed in 4.1.1.5.

5. DIRECTORY ASSISTANCE (DA) REFERENCE/RATER INFORMATION

5.1 Reference/Rater Information are SBC databases referenced by an SBC Operator for TWTC DA specific information as provided by the TWTC such as it's business office, repair and DA rates.

5.1.1 Where technically feasible and/or available, **SBC-12STATE** will provide TWTC DA Reference/Rater information based upon the criteria outlined below:

5.1.1.1 TWTC will furnish DA Reference and Rater -information in accordance with the process outlined in the Operator Services Questionnaire (OSQ).

- 5.1.1.2 TWTC will inform **SBC-12STATE** via the Operator Services Questionnaire (OSQ) of any changes to be made to Reference/Rater information.
- 5.1.1.3 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of TWTC's DA Reference/Rater information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either the TWTC's DA Services Reference or Rater -information.
- 5.1.1.4 Where technically feasible and/or available, when an **SBC-12STATE** Operator receives a rate request from a TWTC End User, **SBC-12STATE** will quote the applicable DA rates as provided by TWTC or as otherwise defined below.
- 5.1.1.5 **SNET**- until technically feasible and/or available, when a **SNET** Operator receives a rate request from a TWTC end user, **SNET** will quote the surcharge rate only.

6. RESPONSIBILITIES OF THE PARTIES

- 6.1 TWTC agrees that due to customer quality and work force scheduling, **SBC-13STATE** will be the sole provider of DA Services for TWTC's local serving area(s) for a minimum of a one (1) year period.
- 6.2 TWTC will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each **SBC-13STATE** Operator assistance switch. Should TWTC seek to obtain interexchange DA Service from **SBC-13STATE**, TWTC is responsible for ordering the necessary facilities under the appropriate interstate or intrastate Access Service Tariffs. Nothing in this Agreement in any way changes the manner in which an interexchange Carrier obtains access service for the purpose of originating or terminating interexchange traffic.
- 6.3 Facilities necessary for the provision of DA Services shall be provided by the Parties hereto, using standard trunk traffic engineering procedures to insure that the objective grade of service is met. Each Party shall bear the costs for its own facilities and equipment.
- 6.4 TWTC will furnish to **SBC-13STATE** a completed OSQ thirty (30) calendar days in advance of the date when the DA Services are to be undertaken.
- 6.5 TWTC will provide **SBC-13STATE** updates to the OSQ fourteen (14) calendar days in advance of the date when changes are to become effective.
- 6.6 TWTC will send the DA listing records to **SBC-13STATE** for inclusion in **SBC-13STATE** DA database via electronic gateway as described in Appendix WP.
- 6.7 TWTC agrees that **SBC-13STATE** may utilize TWTC's End User's listings contained in **SBC-13STATE** directory assistance database in providing existing and future **SBC-13STATE** directory assistance or DA related services.
- 6.8 TWTC further agrees that **SBC-13STATE** can release TWTC's directory assistance listings stored in **SBC-13STATE** directory assistance database to competing providers.

7. METHODS AND PRACTICES

- 7.1 **SBC-13STATE** will provide DA Services to TWTC's End Users in accordance with **SBC-13STATE** DA methods and practices that are in effect at the time the DA call is made, unless otherwise agreed in writing by both parties.

8. PRICING

- 8.1 The prices at which **SBC-13STATE** agrees to provide TWTC with Directory Assistance Services are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.
- 8.2 Beyond the specified term of this Appendix, **SBC-13STATE** may change the prices for the provision of DA Services upon one hundred-twenty (120) calendar days' notice to TWTC.

9. MONTHLY BILLING

- 9.1 For information regarding billing, non-payment, disconnection, and dispute resolution, see the General Terms and Conditions of this Agreement.
- 9.2 **SBC-13STATE** will accumulate and provide TWTC such data as necessary for TWTC to bill its End Users.

10. LIABILITY

- 10.1 The provisions set forth in the General Terms and Conditions of this Agreement, including but not limited to those relating to limitation of liability and indemnification, shall govern performance under this Appendix.
- 10.2 TWTC also agrees to release, defend, indemnify, and hold harmless **SBC-13STATE** from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by **SBC-13STATE** employees and equipment associated with provision of DA Services, including but not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used to call DA Services except to the extent caused by the gross negligence or willful misconduct of **SBC-13STATE**.

11. TERMS OF APPENDIX

- 11.1 This Appendix will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months. At the expiration of the term of the Interconnection Agreement to which this Appendix is attached, or twelve months, whichever ever occurs later, either Party may terminate this Appendix upon one hundred-twenty (120) calendar days written notice to the other Party.
- 11.2 If TWTC terminates this Appendix prior to the expiration of the term of this Appendix, TWTC shall pay SWBT, within thirty (30) days of the issuance of any bills by **SBC-13STATE**, all amounts due for actual services provided under this Appendix, plus estimated monthly charges for the unexpired portion of the term. Estimated charges will be based on an average of the actual monthly service provided by **SBC-13STATE** pursuant to this Appendix prior to its termination.

12. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 12.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or

service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

		AIT Generic Rates			
WISCONSIN		AIT RECURRING		AIT NON-REC.	
		Monthly			
<u>UNBUNDLED NETWORK ELEMENTS</u>					
<u>OTHER</u>					
	Directory Assistance				
	UNE P DA				
	Directory Assistance, per call	\$ 0.30		NA	NA
	Directory Assistance Call Completion (DACC)	\$ 0.15		NA	NA
	National Directory Assistance	\$ 0.65		NA	NA
	Reverse Directory Assistance	\$ 1.25		NA	NA
	Facility-based DA				
	Directory Assistance/National Directory Assistance/Reverse DA, per call	\$ 0.35		NA	NA
	Directory Assistance Call Completion (DACC)	\$ 0.15		NA	NA
	Branding - Other - Initial/Subsequent Load			\$ 1,800.00	
	- per call	\$ 0.025			
	Branding - Facility Based - Initial/Subsequent Load				
	- Branding, per trunk group	NA		\$ 800.00	NA
	Rate Reference - Initial Load	NA		\$ 2,200.00	NA
	Rate Reference - Subsequent Load	NA		\$ 1,000.00	NA
<u>RESALE</u>		<u>RECURRING</u>		<u>NON-RECURRING</u>	
BUSINESS					
DIRECTORY ASSISTANCE SERVICES					
	Directory Assistance Services	15.00%		15.00%	
	Local Operator Assistance Service	15.00%		15.00%	
	Reverse Directory Assistance (RDA)	\$1.25		NA	
RESIDENCE		<u>RESALE DISCOUNTS</u>			
DIRECTORY ASSISTANCE SERVICES					
	Directory Assistance Services	15.00%		15.00%	
	Local Operator Assistance Service	15.00%		15.00%	
	Reverse Directory Assistance (RDA)	\$1.25		NA	
The rate elements contained in this Resale Appendix and the more detailed rate elements on file with the applicable state commission in the					

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this ^{10th} ~~25th~~ day of ~~Feb~~ ^{March}, 2003, by Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin, signing by and through its duly authorized representative, and Time Warner of Wisconsin, L.P., signing by and through its duly authorized representative.

Time Warner Telecom of Wisconsin, L.P.

Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin
By SBC Telecommunications, Inc.,

By: Time Warner Telecom General Partnership, its
general partner

Its authorized agent

By: Time Warner Telecom Holdings, Inc., its
managing general partner

By: Tina Davis

By: [Signature]

Name: Tina Davis

Name: Mike Auinbauh

(Print or Type)
Deputy General Counsel

(Print or Type)

Title: _____
(Print or Type)

Title: ^{For/} President – Industry Markets

Date: February 25, 2003

Date: MAR 10 2003
MAR 10 2003

AECN/OCN # _____